

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W9087N-4188-N018		PAGE 1 OF 7	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912PG-04-T-0437	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOS HOES				b. TELEPHONE NUMBER (No Collect Calls) 0931 2970 243	
6. SOLICITATION ISSUE DATE 21-Jul-2004		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 27 Jul 2004		9. ISSUED BY RCO WUERZBURG DEPARTMENT OF THE ARMY, USACCE FAULENBERG KASERNE, BLDG 216 NUERNBERGER STR. 51 APO AE 09244 TEL: 0931-2970-4220 FAX: 0931-296-4846		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CDR, 3-158TH AVN REGT FLUGPLATZ STRASSE GEBAEUDE 613 GIEBELSTADT ARMY AIRFIELD 97232 GIEBELSTADT TEL: FAX:		16. ADMINISTERED BY		17a. CONTRACTOR/ OFFEROR	
18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.	
20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE	
24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR	
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED		30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		TEL:		EMAIL:		31d. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 7
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (Location)			
			41c. DATE		42c. DATE REC'D (YY/MM/DD)	
					42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

SOLICITATION INFORMATION

This is a Request for Quotation (RFQ) for the delivery and installation of 2-door storage cabinets for a U.S. Army Aviation unit in Giebelstadt, Germany. Please return your quote, with your firm stamp (Block 17a), signature (Block 30a), Printed name in Block 30b) and Date in Block 30c), by fax or E-mail, NOT LATER THAN: Tuesday 27 July 2004, 04:00 PM (16:00 MESZ)

(Dies ist eine ANGEBOTSANFRAGE für die Lieferung und Aufstellung von 2-Tuerige Stahlblechschraenke fuer ein U.S. Army Aviation Einheit in Giebelstadt. Bitte senden Sie Ihr Angebot mit Ihrem Firmenstempel (Spalte 17a), Unterschrift (Spalte 30a), Name in Druckbuchstaben (Spalte 30b) und Datum (Spalte 30c) versehen, bis spätestens Dienstag, 27. Juli 2004, 04:00 PM (16:00 MESZ), per fax oder E-mail an uns zurück.

IMPORTANT: Please complete the below information (*Bitte untenstehender Information eintragen*):

- (1) Delivery Time (*Lieferzeit*): _____ Days after Receipt of Order
(*Lieferzeit in Tage nach Auftrags-erhalt*)
- (2) FOB point Destination _____ Origin _____ Other _____
(*Lieferung? z.b. Ab Werk, Lagerhalle, Frei Haus, etc.*)
- (3) Transportation / Shipping Charge (if any) _____
(*Transport/Versandkosten, wenn zutreffend*)
- (4) Installation Charge (if any) _____
(*Kosten fuer Aufstellen, wenn zutreffend*)
- (5) Payment terms : _____ % _____ days and / or _____ days NET
(*Skonto / Zahlungsziel*):
- (6) Do you accept VISA credit card payments?: Yes ____ No ____
(*Akzeptieren Sie VISA Kreditkarte-zahlung?*)
- (7) Are the items requested covered under a GSA Schedule? Yes ____ No ____
(*Sind die angefragte Artikel enthalten in einem GSA Rahmenvertrag*)

If so please indicate the GSA schedule number: _____
(*Wenn Ja, bitte GSA Vertragsnummer angeben*)
- (8) Your tax identification number (*Steuernummer*): _____
- (9) Your D-U-N-S number : _____

NOTE: When you have no D-U-N-S number yet, please contact the Dun & Bradstreet Customer Resource Center at (800) 234.3867, send an email to custserv@dnb.com, or register online: <http://www.dnb.com>. German based companies may contact Dun & Bradstreet Deutschland GmbH, Trakehnerstr. 7-9, 60487 Frankfurt am Main, or register on-line: <http://dbgermany.dnb.com> (In German language/Deutschsprachig)

(10) [Additional for U.S. registered companies only]

Is your company registered with the Central Contractor Registration (CCR) ? Yes ____ No ____

NOTE: In case your company is not registered with CCR, you may do so on-line: www.ccr.gov or through www.dlis.dla.mil (click on 'Supplier'). You may also call the CCR Customer Service, Toll-Free Phone Number 1-888-227-2423, [Outside U.S.: 1-269-961-4725] or email: ccr@dlis.dla.mil

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Storage Cabinet, 2 doors FFP PURCHASE REQUEST NUMBER: W9087N-4188-N018	210	Each		
				NET AMT	

See Exhibit A
FOB: Destination

EXHIBIT A

Metal construction. Size: H 2000mm X W 1000 mm X D 500 mm. One side with 4 adjustable shelves (galvanized), one side wardrobe with rod and 2 double hooks (plastic). Two (2) doors with 2-point Basquile lock. Color: Body: medium grey, doors: blue.

Stahlblechschrank, Masse: H 2000 x B 1000 x T 500 mm. Eine Seite mit 4 verzinkten, verstellbaren Fachboeden, andere Seite mit Kleiderstange, inkl 2 doppelten, verschiebbaren Zwillingshaken aus Kunststoff. Fluegeltueren mit 2-punkt Basquileschloss. Farbe, Korpus: Mittelgrau, Tueren: Blau

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2003)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

____ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 X 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____ 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____ 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: N/A

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this

paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
 - (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)(flow down required in accordance with paragraph (d) of FAR clause 52.247-64), and
 - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- (End of clause)

Amendment to FAR 52.212-5:

- for overseas actions not exceeding the simplified acquisition threshold the paragraphs (c), (d) and (e) do not apply.
- for overseas actions exceeding the simplified acquisition threshold the paragraphs (c) and (e) do not apply.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov.far>
<http://farsite.hil.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

CCE-232-4005 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER (OCTOBER 2003)

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

SWIFT CODE

BLZ or BANK ROUTING NUMBER

ACCOUNT NUMBER

BANK NAME

International Bank Account Number (IBAN) (If Applicable) --- IBAN is required for payments in Italy. IBAN applicability in Spain is anticipated in the near future. European countries are expected to be fully utilizing IBAN by the end of calendar year 2004.